SERIAL 07003 C ASPHALTIC CONCRETE MIX

DATE OF LAST REVISION: September 22, 2008 CONTRACT END DATE: March 31, 2010

CONTRACT PERIOD THROUGH MARCH 31, 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for ASPHALTIC CONCRETE MIX

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 21, 2007.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

AS/bg Attach

Copy to: Materials Management Jim Baker, MCDOT

(Please remove Serial 02084-C from your contract notebooks)

INVITATION FOR BID FOR: ASPHALTIC CONCRETE MIX (NIGP CODE 74521)

1.0 **INTENT:**

The intent for this Invitation for Bids is to establish a priced agreement for Asphaltic Concrete Mix, as specifically listed herein. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval to the Department of Materials Management. **ASPHALTIC CONCRETE MIX** purchased from this contract will include primarily pick-up at vendor plant, but also includes provisions for delivery by the vendor to County job site based on a cost/ton mile, as covered by purchase order only.

2.0 TECHNICAL SPECIFICATIONS:

The intent of these specifications is to establish a multi-award agreement for the purchase of Asphaltic Concrete Mix to be used by the Maricopa County Department of Transportation. All material supplied shall be in accordance with Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (MAG), current edition, and Maricopa County Department of Transportation Supplemental Specifications to MAG, current edition.

2.1 MATERIAL:

PG 70-10 and PG 76-16 bituminous mixtures shall be in accordance with MAG 710 except as modified below and PG 64-16 asphalt-rubber mixture shall be in accordance with MCDOT Supplement Specification 325 except as modified below.

- 2.1.1 The binder material to be used for the PG 70-10 & PG 76-16 bituminous mix shall be in accordance with AASHTO MP-1.
- 2.1.2 The base asphalt for the binder material to be used for asphalt-rubber mix shall be PG 64-16 and shall be blended with ground tire rubber to meet MCDOT Supplement to the MAG Specification Section 717, Type 1.
- 2.1.3 The mineral aggregate to be used for the PG 70-10 and PG 76-16 bituminous mixes shall be in accordance with MAG Specification 710, with the following modifications:

710.2.2.1 Aggregate Structure: Revise Table 710-2 (Gradation Requirements) for the 19 mm sieve designation as follows:

Gradation Requirements – 19mm Mix

Sieve Size (mm)	Percent by Mass Passing
25.0	100
19.0	90-100
12.5	73-90
9.5	65-81
2.36	23-49
0.075	2.0-8.0

2.1.4 The mineral aggregate to be used for the asphalt-rubber mix shall be in accordance with the following Tables:

19 mm		
Gape Graded Mix		
Sieve Size	Percent	
	Passing	
25mm (1")	100	
19mm (3/4")	97-100	
12.5mm (1/2")	78-92	
9.5mm (3/8")	61-75	
4.745mm (#4)	30-40	
2.36mm (#8)	15-25	
600μm (#30)	5-15	
75µm (#200)	2-6	
Type II Portland	1.5%	
Cement *		
Or Hydrated Lime *	1.0%	

12.5 mm		
Gape Graded Mix		
Sieve Size	Percent	
	Passing	
12.5mm (1/2")	100	
9.5mm (3/8")	78-92	
4.745mm (#4)	28-42	
2.36mm (#8)	15-25	
600µm (#30)	5-15	
75µm (#200)	3-7	
Type II Portland	1.5%	
Cement *		
Or Hydrated Lime *	1.0%	

^{*} By total weight of the mineral aggregate.

- 2.1.5 Mix designs for each mix must be submitted by the bidder with the bid, reviewed and approved by the County prior to award and use. The mixes shall be designed for arterial traffic levels as follows:
 - 2.1.5.1 Design for the PG 70-10 and PG 76-16 bituminous mixes shall be done in accordance with the Asphalt Institute's "Superpave level 1 mix design, Superpave Series No.2 (SP-2)".
 - 2.1.5.2 Design for the asphalt rubber mix (PG 64-16) shall be done in accordance with MCDOT Supplement to the MAG Specification Section 325.2.3.

2.1.6 VOLUMETRICS:

Procedures in the Asphalt Institute's manual, MS-2 "Mix Design Methods for Asphalt Concrete" or "SuperpaveTM Volumetric Mix Design Manual, SP-2" shall be used to determine the volumetrics. The volumetric values shall be considered acceptable if the test values on production material falls within the mix design criteria established in section 710.3.2 except for air voids. Air voids shall meet the following laboratory air voids criteria. Laboratory Air Voids for the constructed product will be considered acceptable if all of the individual test results are within ±1.5 % of the mix design laboratory air void value at the design asphalt cement content. Compaction of the test

specimens will be in accordance with the method and compactive effort utilized in the mix design.

Penalties will be assessed to payment for asphalt concrete payment if the above requirements are not met. The amount of the penalties will be in accordance with Table 710-10.

Table 710-10		
Laboratory Voids Penalties		
Deviation from Mix Design	Reduction in Payment	
Voids	-	
1.5 – 2.0 %	2 %	
2.1 – 3.0 %	5 %	
Greater than 3.0 %	Removal	

For the purposes of assessing the penalties in Table 710-10, each day's production will be considered one lot. The penalties will be applied to the payment for asphalt concrete payment for the entire lot and will be based on the average values of the acceptance tests made for that lot.

Samples for acceptance tests will be taken by the Engineer at a frequency of one sample for every 1000 tonnes. The samples will be taken by the Engineer from behind the paver with a steel plate in accordance with ARIZ 104b.

The acceptance samples will be tested for laboratory voids in accordance with ASTM D2041 and AASHTO T166 or T275 as applicable. Acceptance test may be waived at the discretion of the Engineer for small quantity orders.

2.1.7 VENDOR QUALITY CONTROL:

In addition to other quality control responsibilities, the Vendor shall provide testing at the frequencies listed in Table 710-11 during production of asphalt concrete. A laboratory accredited in each of the listed tests by the AASHTO Materials Reference Laboratory shall complete the testing. The laboratory facilities where the tests are performed shall be located within 3 km (2 miles) of the plant.

Table 710-11			
Contractor Quality Control Testing Requirements			
Test	Sample Point	Frequency	
Ignition Binder Calibration	Stockpiles	1 per Mix Design	
(ASTM D6307-98)	& Storage Tanks	per Project	
Ignition Binder Content	Plant or Trucks	1 per 900 tonnes (1000 Tons)	
Gyratory Density	Plant or Trucks	1 per 900 tonnes (1000 Tons)	
Max. Theoretical Density	Plant or Trucks	1 per 900 tonnes (1000 Tons)	
Temperature	Storage Silo	Continuous Reading	
Aggregate Gradation	Cold Feed	1 per 450 tonnes	
		(500 Tons)	

Results of each test shall be provided to the Engineer's representative immediately as they are completed, and in no case later than the end of the day the asphalt was produced. The Vendor shall utilize the results of this testing to control the asphalt concrete production. Vendor testing may be waived at the discretion of the Engineer for small quantity orders.

The guidelines in Table 710-12 shall be used to determine if the plant will require adjustment or stoppage. If the Vendor's test results indicate the mixture does not comply with Criteria A, an adjustment to the plant will be required which will bring the production closer to the middle of the specification bands. The Vendor is responsible for determining the extent and the method of adjustment, and shall notify the Engineer's representative in writing of what adjustments were made.

If the Vendor's test results indicate the mixture does not comply with Criteria S, production shall cease immediately, and shall not resume (except as required to produce material for additional samples) until additional test results verify the adjustments will produce test results meeting Criteria A.

Table 710-12 Criteria For Required Plant Adjustment		
Property	Criteria S	
	(Adjustment)	(Stoppage)
Binder Content	± 0.3 % of Mix Design	± 0.5 % of Mix Design
Gyratory Voids	2.5 - 5.5 %	2 - 7 %
Gradation	Table 710-13	Table 710-9
Temperature	± 10° C of Mix Design	± 15° C of Mix Design

Table 710-13	
Allowable Gradation Variation	
From Running Average of 3 Tests	
Maximum Aggregate Size	100 %
Nominal Maximum Aggregate Size (NMAS)	± 5%
2.36 mm Sieve to NMAS	± 4%
1.50 mm and 0.600 mm Sieves	± 3%
0.75 mm Sieve	± 1.5%

Materials delivered by the vendor (or picked up by the County) which, after testing, are found not to meet minimum specifications will be adjusted and/or rejected by the County in accordance with Section 105 of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, latest edition.

2.2 PLANT UTILIZATION:

Maricopa County reserves the right to utilize any plant if the delivered total cost for any on job site stock-pile shows economic advantages to the County. Maricopa County also reserves the right to go to the next closest plant location if a plant is temporarily closed down.

Pricing for the material purchased from the contract will include primarily pick-up at vendor plant, but also includes provisions for delivery by the vendor to County job site based on a cost/ton mile.

2.3 DELIVERY:

Delivery shall be F.O.B. Destination within seven (7) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.4 EXPEDITED DELIVERY:

2.4.5 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

- 2.4.6 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 2.4.7 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.5.5 Contract Serial number.
- 2.5.6 Contractor's name and address.
- 2.5.7 Using Agency name and address.
- 2.5.8 Using Agency purchase order number.
- 2.5.9 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.6 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within _ () working days from the date of request and furnished at <u>no cost</u> to the County and sent to the address designated in the requesting correspondence.

2.7 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.8 ACCEPTANCE:

Upon delivery and/or successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.9 STOCK:

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

2.10 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center(s) within the Phoenix, Arizona metropolitan area capable of providing the material(s) listed herein at the time of bid submission.

2.11 DISCONTINUED MATERIALS:

- 2.11.5 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:
 - 2.11.5.1 Documentation from the manufacturer that the material has been discontinued.
 - 2.11.5.2 Documentation that names the replacement material.
 - 2.11.5.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.
 - 2.11.5.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.
 - 2.11.5.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.
- 2.11.6 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.12 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement shall be performed at no additional charge to the County. All warranty periods shall begin upon acceptance by the Using Agency.

2.13 INVOICES AND PAYMENTS:

- 2.13.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - 2.13.1.1 Company name, address and contact
 - 2.13.1.2 County bill-to name and contact information
 - 2.13.1.3 Contract Serial Number
 - 2.13.1.4 County purchase order number
 - 2.13.1.5 Invoice number and date
 - 2.13.1.6 Payment terms
 - 2.13.1.7 Date of service or delivery
 - 2.13.1.8 Quantity (number of days or weeks)
 - 2.13.1.9 Contract Item number(s)
 - 2.13.1.10 Description of Purchase (product or services)
 - 2.13.1.11 Pricing per unit of purchase

- 2.13.1.12 Freight (if applicable)
- 2.13.1.13 Extended price
- 2.13.1.14 Mileage w/rate (if applicable)
- 2.13.1.15 Arrival and completion time (if applicable)
- 2.13.1.16 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

- 2.13.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.13.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.14 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3) optional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract bi-annual date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 **Automobile Liability:**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.6 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.7 ORDERING AUTHORITY.

- 3.7.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).
- 3.7.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.7.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.
- 3.7.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to: WALT PRICE, PROCUREMENT OFFICER, 602-506-3454 (wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM BAKER, TRANSPORTATION PROCUREMENT MANAGER, 602-506-4054 (JimBaker@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 EVALUATION CRITERIA.

- 3.9.1 The evaluation of bids shall be based on, but will not be limited to, the following:
 - 3.9.1.1 Compliance with specifications.
 - 3.9.1.2 Price.
 - 3.9.1.3 Determination of responsibility.
- 3.9.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.10 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hard copy (labeled), one (1) extra hard copy and One (1) electronic copy of pricing (Attachment A) - shall be in Excel format, NO pdf files), on CD. Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. The owner, corporate official or partner who has been authorized to make such commitments must sign bids.

3.12 ADDITIONAL PRICING:

The Contractor is strongly encouraged to offer additional pricing for related items, materials, components which are not specifically addressed as line items in this solicitation. Pricing offered should be noted on the pricing pages of the Contractor's bid in the format requested.

3.13 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

- 3.13.1 **Mandatory:** One (1) original hard copy (labeled), one (1) extra hard copy and one (1) electronic copy (Excel format only) of pricing on a CD;
- 3.13.2 **Mandatory:** Attachment "A", Pricing (Excel format only);
- 3.13.3 Mandatory: Attachment "B", Agreement; and
- 3.13.4 **Mandatory:** Attachment "C", References.
- 3.13.5 Samples, if required.

3.14 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

MESA MATERIALS, PO BOX 20040, MESA, AZ 85277-0040

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _X_YESNO
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?X_YES NO
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?YESXNO
INTERNET ORDERING CAPABILITY:YESX_NO% DISCOUNT
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _X_YESNO

PRICING SHEET NIGP CODE 7452101

1.0 PRICING:		EFF. 09-22-08
	<u>DESCRIPTION</u>	<u>PRICE</u>
1.1	Superpave, 19mm Mix, PG 70-10, Heavy Volume Traffic, MAG 710	\$ 46.50 79.80 / Ton
1.2	Superpave, 12.5 mm Mix, PG 70-10, Heavy Volume Traffic, MAG 710	\$ 47.50 80.80 / Ton
1.3	Superpave, 9.5 mm Mix, PG 70-10, Heavy Volume Traffic, MAG 710	\$ 48.00 81.30 / Ton
1.4	Marshall, 19 mm Mix, PG 70-10, Light Volume Traffic, MAG 710	\$ 4 6.50 79.80 / Ton
1.5	Marshall, 12.5 mm Mix, PG 70-10, Light Volume Traffic, MAG 710	\$ 4 7.50 80.80 / Ton
1.6	Marshall, 9.5 mm Mix, PG 70-10, Light Volume Traffic, MAG 710	\$ 48.00 81.30 / Ton
1.7	Superpave, 19mm Mix, PG 76-16, Heavy Volume Traffic, MAG 710	\$ 50.00 90.50 / Ton
1.8	Superpave, 12.5 mm Mix, PG 76-16, Heavy Volume Traffic, MAG 710	\$ 51.00 91.50 / Ton
1.9	Superpave, 9.5 mm Mix, PG 76-16, Heavy Volume Traffic, MAG 710	\$ 51.50 91.60 / Ton
1.10	Marshall, 19 mm Mix, PG 76-16, Light Volume Traffic, MAG 710	\$ 50.00 90.50 / Ton
1.11	Marshall, 12.5 mm Mix, PG 76-16, Light Volume Traffic, MAG 710	\$ 51.00 91.50 / Ton
1.12	Marshall, 9.5 mm Mix, PG 76-16, Light Volume Traffic, MAG 710	\$ 51.50 91.60 / Ton
1.13	Asphalt Rubber, Marshall 19 mm Mix, MCDOT SUP 325 & 717	\$ 85.00 137.40 / Ton
1.14	Asphalt Rubber, Marshall 12.5 mm Mix, MCDOT SUP 325 & 717	\$ 86.00 138.40 / Ton
1.15	Additional Pricing:	
	3/8 C.O.P. COLD MIX	\$ 62.50 96.50 / Ton
	UPM PERMANENT PATCHING MATERIAL – HIGLEY PLANT ONLY	\$ 80.00 114.00 / Ton

MESA MATERIALS, PO BOX 20040, MESA, AZ 85277-0040

1.16 Delivery Rate Fees (per ton/mile), Minimum Delivery (tons) (vendor to complete, define):

Eff. 09-22-08

\$3.05 \$3.20 for the first mile and \$0.20 \$0.21 for each additional mile with a 15 mile minimum \$5.85 \$6.10

24 ton minimum loads

Partial loads @ \$80.00 \$83.00 per hour

Terminal blend rubber mixes require a 200 ton minimum order

Wet process rubber mixes require a 500 ton minimum order

Terms: 2% 30 Net 31

Vendor Number: W000003611 X

Telephone Number: 480-830-1521

Fax Number: 480-981-9255

Contact Person: Sheila Roames

E-mail Address: sroames@mesamaterials.com

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2010.**

CEMEX CONSTRUCTION MATERIALS, 701 N. 44^{TH} STREET, PHOENIX, AZ 85008 426 N. 44^{TH} STREET, PHOENIX, AZ 85008

426 N. 44 th STREET, PHOENIX, AZ 85008 RINKER MATERIALS, 701 N. 44 th STREET, PHOENIX, AZ 85008				
WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _X_YESNO				
WILL	WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?YES NO _X_			
INTE	RNET ORDERING CAPABILIT	Y: YESXNO% DISC	OUNT	
OTHE	ER GOV'T. AGENCIES MAY US	E THIS CONTRACT: _X_YESN	0	
PRIC	ING SHEET NIGP CODE 7452	101		
1.0 PF	RICING:			
	DESCRIE	<u> TION</u>	<u>PRICE</u>	
1.1	Superpave, 19mm Mix, PG 70-10), Heavy Volume Traffic, MAG 710	\$ 59.00 / Ton	
1.2	Superpave, 12.5 mm Mix, PG 70-10, Heavy Volume Traffic, MAG 710		\$ 61.50 / Ton	
1.3	Superpave, 9.5 mm Mix, PG 70-10, Heavy Volume Traffic, MAG 710		\$ 63.00 / Ton	
1.4	Marshall, 19 mm Mix, PG 70-10, Light Volume Traffic, MAG 710		\$ 60.50 / Ton	
1.5	Marshall, 12.5 mm Mix, PG 70-10, Light Volume Traffic, MAG 710		\$ 63.00 / Ton	
1.6	Marshall, 9.5 mm Mix, PG 70-10, Light Volume Traffic, MAG 710		\$ 65.00 / Ton	
1.16 Delivery Rate Fees (per ton/mile), Minimum Delivery (tons) (vendor to complete, define):				
	First Mile	\$3.25 per ton per mile		
	Additional Miles	\$0.22 per ton per mile		
	Minimum Delivery:	20 Tons		
Terms	:	Net 30		
Vendor Number:		W000007603 X W000003281 X		
Telephone Number:		602 220 5201 602/416-2600		
Fax Number:		602 220 5299 602/416-2860		
Contact Person:		Lynn Idleman Lana Reiter		
E-mail Address:		lidleman@rinker.com Lanar.Reiter@cemexusa.com		
Comp	any Web Site:	www.rinker.com		
Certifi	cates of Insurance	Required		

To cover the period ending March 31, 2010.

Contract Period:

<u>VULCAN MATERIALS, 2526 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034</u>			
WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _X_YESNO			
WILL	YOUR FIRM ACCEPT A PROCUR	EMENT CARD FOR INVOICE PAYMEN	TT?YES NO_X_
INTE	RNET ORDERING CAPABILITY: _	YESX_NO% DISCOUN	NT
OTHE	R GOV'T. AGENCIES MAY USE T	HIS CONTRACT: _X_YESNO	
PRIC	ING SHEET NIGP CODE 7452101		
1.0 PR	CICING:		EFF. 09-22-08
	<u>DESCRIPTION</u>		<u>PRICE</u>
1.1	Superpave, 19mm Mix, PG 70-10, Heavy Volume Traffic, MAG 710		\$ 53.00 85.00 / Ton
1.2	Superpave, 12.5 mm Mix, PG 70-10, Heavy Volume Traffic, MAG 710		\$ 55.00 85.00 / Ton
1.3	Superpave, 9.5 mm Mix, PG 70-10, Heavy Volume Traffic, MAG 710		\$ 57.00 91.00 / Ton
1.4	Marshall, 19 mm Mix, PG 70-10, Light Volume Traffic, MAG 710		\$ 53.00 85.00 / Ton
1.5	Marshall, 12.5 mm Mix, PG 70-10, Light Volume Traffic, MAG 710		\$ 55.00 85.00 / Ton
1.6	6 Marshall, 9.5 mm Mix, PG 70-10, Light Volume Traffic, MAG 710		\$ 57.00 91.00 / Ton
1.16	Delivery Rate Fees (per ton/mile), Minimum Delivery (tons) (vendor to complete, define):		
\$1.75 per ton for the first mile plus \$0.35 per ton for each additional miles.			
Terms:		Net 30	
Vendor Number:		W000001469 X	
Telephone Number:		602-528-8973	
Fax Number:		602-528-8979	
Contact Person:		Teresa Coleman	
E-mail Address:		colemant@vmcmail.com	

www.vulcanmaterial.com

To cover the period ending March 31, 2010.

Required

Company Web Site:

Contract Period:

Certificates of Insurance